

	Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET - 632 406, INDIA	Phone No: 04172-283043, 4698,4839 E-mail: arunkumarc@bhel.in mpcsekhar@bhel.in asvkn@bhel.in
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WORKS CONTRACT MANAGEMENT DEPARTMENT

INVITING TENDER	
Tender Notice No	9800065E, DT: 25.03.2021
Name of work	Out sourcing of Paramedical and Non- Technical Manpower services at Main Hospital & Factory Medical Centre (FMC), BHEL Ranipet & Peripheral Dispensary at Vellore, during the year 2021-2023 for two years.
Type of tender	Open tender (Two part bid)
Period of contract	Two Years
Earnest Money Deposit (EMD) Amount	Rs.5,16,010/- (Rupees Five Lakhs Sixteen Thousand and Ten only).
Last date & Time for Receipt of the Tender	15.04.2021 at 12.00 hrs.
Date of Technical bid Opening	15.04.2021 at 15.00 hrs. Onwards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (Engg. Building – Ground Floor (West Side), BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	SENIOR ENGINEER/ WCM DEPARTMENT ENGG. BUILDING –GROUND FLOOR (WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET, RANIPET DISTRICT, TAMILNADU– 632 406.
Venue of the Tender Opening	WCM Department
<u>Note:</u> 1. . BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. 2. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the BHEL web pages (https://www.bhel.com/corrigendum-) and CPP Portal only. Bidders shall keep themselves updated with all such developments. 3. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past. 4. The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tenders) and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app .	

Sr. Engineer / WCM
(ISSUING OFFICER)

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REQUIREMENT

Category	No of staff Required
Nurse (Male & Female)	11
Pharmacist(Diploma)	4
X Ray Tech (DIPLOMA)	2
Nursing Asst. (Male & Female)	6
Attendant (Male & Female)	4
Housekeeping & Bio-Medical waste handlers	5
Asst. Admin Officer	1
Accountant	1
Store Keeper	1
Computer/Data Entry Operator	5
Physiotherapist (Female)	1
Audiologist	1
Total	42

Technical Bid**Annexure -1****BIDDER DETAILS**

(To be furnished by the Bidder)

1.	Name of the Services for which tender submitted	:	Out sourcing of Paramedical and Non-Technical Manpower services at Main Hospital & Factory Medical Centre BHEL Ranipet & Peripheral Dispensary at Vellore, during the year 2021-2023 for two years.
2.	Name of the Contractor	:	
3.	GST Number (if applicable)	:	
4.	Applicable GST quoted Note: Please refer clause no.28 (page no. 39) of Special Instructions of this Tender regarding GST.	:	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
5.	Constitution of the Contractors (Proprietor, Firm, Company etc.)	:	
6.	Address (A) Office Email: Tele. Ph. No.	:	
7.	Qualification	:	
8.	Number of years' experience in providing para medical and nursing services.	:	
9.	EMD Particulars	:	Rs.5,16,010/- DD / Receipt No: _____
10.	a) Whether registered with ESI/PF authority and have Code No. (if yes, indicate nos.)	:	Yes/No PF No: [_____] ESI No: [_____]

11.	b) Whether agreeable to make necessary payment of wages as per BHEL Ranipet Terms	:	Yes/No
12.	Income Tax Permanent Account No. (PAN no.)	:	
13.	Tax Deduction No.	:	
14.	Performance Bank Guarantee Acceptable	:	Yes / No
15.	Whether copies of IT returns enclosed for the last three years. (i.e. 2017-18, 2018-19 & 2019-20)	:	Yes / No
16.	Submission of Integrity Pact	:	Yes / No
17.	Duly sign with Seal by authorised signatory in all the tender documents along with supporting documents	:	Yes /No

NAME OF WORK, PQR, TERMS AND CONDITIONS

Name of Service: Out sourcing of Paramedical and Non- Technical Manpower services at Main Hospital & & Factory Medical Centre, BHEL Ranipet & Peripheral Dispensary at Vellore, during the year 2021-2023 for two years.

I Pre-Qualification Criteria for the Tender:

1. Experience: The bidder should have Experience of execution of Paramedical services / manpower supply in any Central / State Govt. / PSU / Private company executed. Work order and its completion certificate in support of Experience (successfully completed) during last 7 years ending as on 28.02.2021 will be evaluated as per the following criteria.

- (i) Three similar completed works costing not less than the amount equal to Rs.121.78 Lakhs each (or) Two similar completed works costing not less than the amount equal to Rs.152.22 Lakhs each (or) One similar completed work costing not less than the amount equal to Rs. 243.55 Lakhs. **The mentioned amounts are including GST.**

2. Average Annual Turnover: The average Annual Turnover during the last Three years ending 31st March 2020 should not be less than the amount equal to Rs.91.34 lakhs which shall be supported by copy of Turn over Certificate duly certified by CA and self-attested by contractor.

3. EMD of Rs. 5,16,010/- should be submitted as per Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only, if the Prequalification Bid/EMD is valid. Without EMD will be summarily rejected. **MSE vendors are exempted for EMD remittance. For that, they have to submit Valid MSE certificate along with CA certificate.**

4. Tax Reference: The bidder should have PAN registration.

5. Labour License: "The successful bidder should obtain labour license and submit it to BHEL within 15 days from the date of issue of work order". They have to give undertaking while submitting their offer.

5. PF, ESI & GST Reference: The successful bidder has to register with PF, ESI and GST authorities and furnish the registration number before first Running Account Bill". They have to give undertaking while submitting their offer

6. In addition to the above The bidder should be able to meet all the Evaluation criteria as mentioned in Annexure - 6.

II. Instructions to Bidders:

1. Sealed Tenders for the following are hereby invited from the contractors experienced in delivery of skilled and/or unskilled Para Medical and Non – Technical manpower services of similar magnitude:

2.

Category	No of staff Req'd.
Nurse (Male & Female)	11
Pharmacist(Diploma)	4
X Ray Tech (DIPLOMA)	2
Nursing Asst (Male & Female)	6
Attendant (Male & Female)	4
Housekeeping & Bio-Medical waste handlers	5
Asst Admin Officer	1
Accountant	1
Store Keeper	1
Computer/Data Entry Operator	5
Physiotherapist (Female)	1
Audiologist	1
Total	42

3. The bids shall be submitted as mentioned in the submission of offers.
4. Bidder shall fill in all the required particulars in the blank spaces provided in the Tender documents and also affix his signature along with seal at the bottom of each and every page of the Tender document before submitting the Tender. Non furnishing of information/Incomplete bid documents will be construed as Non eligibility and may lead to rejection of the bids.
5. % of service charge quoted should be inclusive of all taxes (if any) other than GST arising on the transaction. If BHEL is required to discharge the liabilities of any taxes on the transaction like TDS (IT) or any other similar taxes, the same shall be deducted from the bills of the contractor. GST if applicable, shall be paid by BHEL by way of reimbursement, as per Govt. rules then and there to the firm against the documentary evidence. The procedure for payment of GST Tax depending on the constitution of the firm will be stipulated in the work order.
6. BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest Acceptable price to them inter-alia other reasons.
7. BHEL reserves the right to negotiate the L1 rate.
8. BHEL reserves the right to negotiate the service charge quoted with L1 vendor or refloat the tender opened, inter-alia or any other reasons.
9. The lowest price bid (L1) shall be scrutinized based on the service charge quoted over and above wages mentioned in the "Annexure- 14" Bid Format and L1 will be decided based on the total contract value. While quoting the service charges, the Bidders are advised to take into account all factors including any fluctuations in the market rates in the future other than increase in minimum wages by Govt., dearness allowance, any BHEL adhoc payment. BHEL will only pay the statutory wages and liabilities on actual proof submitted by the contractor.
10. The rates to be quoted by the Bidder shall be as per the Minimum Wages act and shall cover and include all statutory levies and contribution such as ESI, Insurance, PF etc. payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed there under]. The rates shall be deemed to include statutory levies, taxes, minimum wage increase as and when announced by Govt. and duties etc. arising from such acts, central or state, which may come into force, subsequent to submission of Tender.
11. Bidder shall not change their quoted % of service charge, once the Bidder has submitted his quotation and during execution of the contract, in case his Tender is accepted.
12. Please note that our Hospital functions 24 hours and depending upon work load, the Bidder will be required to deploy their labour in staggered shifts accordingly if so directed. Indicative labour deployment under each item of services by the Bidder is mentioned in Price Bid.

III Contractor's Obligations and Statutory Liability:

1. The work/service shall be executed as per work instructions and to the satisfaction of Medical Superintendent, Medical Department, BHEL, Ranipet.
2. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work

The Contractor shall maintain Professionally Qualified/Trained competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work and services in the Annexure.

Minimum qualification for the personnel engaged against each item of services outsourced are as follows:

S NO	Category	Qualification & Experience
1	Nurse (Male & Female)	Diploma in General Nursing and Midwifery Registration in State Nurses and midwives council. Post qualification experience of 2 years.
2	Pharmacist	Diploma in Pharmacy - D Pharm. Registration in State Pharmacy Council Post qualification experience of 2 years
3	X Ray Technician	Diploma in Radio diagnosis Technology . Post qualification experience of 2 years.
4	Physiotherapist (Female)	Bachelor degree in Physiotherapy. Registration in State Physiotherapy council Post qualification experience of 2 years
5	Audiologist	Diploma/ Certificate course in Audiometry/Audiology Post qualification experience of 2 years
6	Nursing Assistant (Male & Female)	Diploma in Nursing Aide (DNA)/ Diploma in Nursing care Assistant(DNCA). Post qualification experience of 2 years.
7	Attendant (Male & Female)	X STD PASS
8	House keeping & Bio-Medical waste handlers	VI STD PASS
9	Assistant Administrative Officer	Any Bachelor`s degree with MBA. Post qualification experience of 2 years in Administration
10	Accountant	B.Com degree with minimum of 2 years' experience.
11	Store Keeper	Any bachelor`s degree with minimum experience of 2 years in Stores and inventory management
12	Computer/Data Entry Operator	Any Degree/Diploma in Computer science and applications/Electronics

3. Contractor shall maintain appropriate records of his employees deployed to carry out the job.
4. Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such identity card.
5. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL.
6. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
7. The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractor's firm / company. The uniform shall be in neat, tidy and wearable condition
8. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any from the establishment of BHEL
9. The age of the contract workers deployed should be above 18 years.
10. All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Industrial Disputes Act 1947, Industrial Employment Act 1960, Equal Remuneration Act 1976, Inter-State Migrant Workmen Act 1979, Maternity Benefit Act 1961, Service Tax rules and all other applicable Acts and rules shall be complied with by the contractor including Hospital Rules and Respective Rules and Regulations governing individual disciplines of Paramedical Services.

11. As far as wages payable to the personnel deployed for providing paramedical services are concerned, contractors shall pay minimum wages stipulated from time to time for employment in Hospitals and Nursing Homes by the Tamil Nadu Government. The same shall be noted by the contractor from time to time and payment to his workers shall at no point of time less than these minimum rates i.e. applicable Tamil Nadu Minimum Wages announced from time to time. Contractor has to make PF, ESI contributions and Bonus as per applicable laws in force.
12. The contractor shall observe a weekly off and BHEL List of Holidays. Wages for weekly off (1 day off for every six days' work) shall be paid to the contractor's employees.
13. Compensatory Off shall be given for the contractor's employees who works on Holidays / Sundays.
14. One Earned Leave shall be given to the contractor's employees for every twenty working days.
15. PF, ESI & Insurance shall be paid by the contractor, considering Adhoc payment also.
16. The contractor shall remain liable for the payment of all wages or other money to his workmen or employees under the payment of wages Act 1936, Employees Liability Act 1938, Workmen Compensation Act, 1923 or any other Act or enactment, relating thereto and rules framed, there under time to time.
17. The wages and other applicable payments to the contractor's employees shall be disbursed through bank transaction only.
18. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the stipulated contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deductions along with the challans evidencing remittance shall be submitted to Officer In-charge. If the evidence is not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half yearly returns of ESI & PF Returns as per the prescribed format and the same should be send to the concerned officers in time.
19. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).

a) Muster Roll	b) Register of Wages	c) Register of Deductions
d) Register of Overtime	e) Register of Fine	f) Register of Advance
g) Wage slips	h) Register of Accidents	i) Register of leaves with wages
j) ESI Register in Form -7		
20. Contractor shall furnish Annual & Half yearly Returns to the concerned statutory authorities and licensing officer and provide a copy of the same to BHEL.
21. Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
22. The contractor should ensure to make payment of wages to his employees or remittance of contribution to the concerned authorities.
23. Contractor shall indemnify BHEL duly signed in Rs100/ Non Judicial Stamp Paper and notarized against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
24. BHEL shall not be responsible for any losses, damages to the contractor or to his employees
25. Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
26. Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL
27. **Contractor shall obtain license under Contract Labour (Regulation & Abolition) Act, 1970.**

28. The contract shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL. Entry permits of the labour are to be issued by the contractor with contractor's monogram.
29. The contractor shall submit a notice regarding commencement and completion of work in Form-VII to BHEL, and forward the same to the concerned Labour authorities.
30. The contractor shall attend to all inspections notified/conducted by the BHEL, Labour department, P.F authorities, ESI inspectors, Medical Authorities or any other such authorities.
31. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resource Departments. All assistance for the injured workmen such as taking him to ESI Dispensary for treatment must be rendered by the contractor.
32. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc.
33. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that workmen follow all rules and regulations related to safety and security.
34. All the Contractors will have to produce documentary evidence of being an Income Tax Assesses. Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN) or Income Tax Clearance Certificate (ITCC) shall be enclosed with the Technical bid.
35. **ADOPTION OF INTEGRITY PACT:**

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders/ Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
36. The Integrity Pact attached with this Tender is an integral part of commercial terms and conditions of Tender & shall be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the Pact. Any offer received, without attaching the Integrity Pact duly signed and stamped, will be rejected.
37. **The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender is Sri.Arun Chandra Verma, IPS(Retd.) and Sri.Virendra Bahadur Singh, IPS (Retd.).**

General Conditions:

1. Medical Superintendent shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
2. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days' time, failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.
3. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason.
4. Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor
5. **Period of Contract:** The successful bidder/s will be awarded contract for period of two years.
6. Contractor should submit "Price Bid" strictly as per the prescribed format in Annexure – 14 – Price Bid Format.
7. Disputes or differences arising from this Tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:
 - i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
 - ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the **Unit Head BHEL, Ranipet**. The place of arbitration shall be at Ranipet. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
 - iv) All disputes shall be subject to the exclusive jurisdiction of courts at Ranipet.
8. If awarded, a contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 100/- to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.
9. Whenever a tender is to be finally accepted, the Bidder, whose tender is under consideration, shall attend the Office of " Issuing Officer " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Issuing Officer" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within fifteen days from the date of intimation shall entail forfeiture.

10. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
11. The contractor shall not resort to subcontracting under any circumstances. The contractor shall be responsible to settle any grievances of the labour deployed by him.
12. BHEL reserves the right to terminate the contract at any stage without assigning any reason whatsoever.
13. Bidders in their own interest are requested to arrange for a visit to BHEL before submission of their bids.
14. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
15. The contractor should abide by the security and safety rules of the company and provide such safety requirements as per statutory rules and requirements of the company.
16. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business dealings" or already done will summarily be rejected.

Submission of Offers

1. Bids shall be submitted in Two Parts i.e. (1) Technical Bid and (2) Price Bid.
2. Technical Bid shall be submitted confirming acceptance to all clauses indicated in this Tender along with enclosures as required by the Tender and any other documents which the bidder wish to submit. Bidders shall also sign each and every page of the Tender document including the Scope of Work for each of the services attached thereto before submitting Tender. Deviations/variations, if any to the clauses of the Tender shall be indicated clearly. Technical Bid to be put in one sealed envelope and super scribed with Tender reference and Technical Bid.
3. Price Bid (Annexure – 14) duly filled and signed with seal, must be submitted in another separate sealed envelope super scribed with Tender reference and Price Bid. **Price Bid envelope must contain only the rates strictly as per Format in Annexure – 14.**
4. The separately sealed (1) Technical Bid and (2) Price Bid must be put in another strong envelope, sealed and super scribed with Tender reference and due date. It must be sent within the specified date and time. In this regard, if any clarification is required, the Bidders may contact the officer mentioned here below. Tenders should be addressed to:
Senior Engineer/ WCM , BAP BHEL,RANIPET-632406
5. The full name and address of the Bidder and the name of the work with Tender reference should be indicated in sealed cover.
6. All the Bidders may witness the opening of the bids with due authorization of the person witnessing from the authorised signatory of the Bidder.
7. **Bidders in their own interest may arrange to visit to BHEL Hospital before submission of their bids.**

Cover –I Technical bid.

The cover should be Sealed, super-scribed as “Cover-I – Technical Bid” containing complete technical offer, Filled in BHEL’s standard terms and conditions, all relevant enclosures, deviation summary if any, Supporting documents with clientele list.

Cover –II Price bid.

The cover should be Sealed, super-scribed as “Cover-II – Price Bid” with Tender Number, Due date, Supplier’s Name and validity of the offer/s containing: **Price Bid in conformance with the commercial terms.**

Schedule of Tender	Date & Time	Remarks
Submission of Tender (PART- I & II)	On or before 15/04/2021 at 12.00 Hrs.	Bid to be dropped in ' Tender Box ' placed at WCM Department BHEL Ranipet -632406
Opening of Technical Bid (PART-I)	On 15/04/2021 at 15.00 Hrs.	Place of opening of Technical Bids WCM Department BHEL Ranipet -632406
Opening of Price-Bid (PART-II) with Technically accepted bidders	Shall be informed later to all the Technically qualified bidders	Place of opening of Price Bids WCM Department BHEL Ranipet - 632406

Note

- (i) In case, there is a discrepancy in the term quoted in technical bid and price bid, the term as per the technical bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.
- (ii) In their own interest, all Bidders are advised to double check their quoted % service charges, amount, applicable duties and taxes.

(iii) The quotation should be valid at least for a period of 90 days from the date of Technical bid opening.

(iv) Bidders should submit the amount in Indian Rupees only.

Typical documents that would be required as part of tender submission would be

- a) **Complete technical Offer** with details, as applicable and Price offer.
- b) **Un-priced bid** (i.e. Bid without the Price) as per given format, if any.
- c) **BHEL's Standard Terms & Conditions** as per Annexure enclosed with the Tender Document,
- d) **Supporting documents** to substantiate Similar works / Services, where quoted for.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.

9. Set of Clause: "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract".

10. "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

Note

- (i) The offer, shall conform to the specification and scope attached in the tender.
- (ii) No changes shall be entertained once the bid is opened.
- (iii) **Offers sent by FAX / E-mail:** would not be entertained.
- (iv) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

Note

- (i) In case, there is a discrepancy in the term quoted in technical bid and price bid, the term as per the technical bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.
- (ii) In their own interest, all Bidders are advised to double check their prices, applicable duties and taxes.
- (iii) The quotation should be valid at least for a period of 90 days from the date of Technical bid opening.
- (iv) Indian bidders should submit the prices in Indian Rupees only.

B Opening of Offers

a) Tenders can be submitted up to 12:00 Hours on tender opening due date. Part I will be opened on the same day at 15:00 Hours.

b) Requests by Bidders for extension of due date will be entertained by BHEL only on exceptional circumstances.

Note

- (i) Bids including all enclosures and supporting documents shall be provided in ENGLISH language only.
- (ii) In exceptional circumstances, at its option, BHEL may consider extending the due date/s for the tender openings for reasons such as (but not limited to) paucity of offers etc. However, sufficient notice would be given by BHEL for such extension.
- (iii) BHEL reserves the right to increase or decrease the tendered quantity.

Annexure – ‘5’
Detailed Scope of Work and Working Instructions

1. Nursing Services: -

The scope of Services is in BHEL main Hospital, FMC and Peripheral Dispensary at Vellore.

The Services should be attended around the clock. The Shift timings are given below:

I Shift : 0600 Hrs to 1400 Hrs. II Shift : 1400 Hrs to 2200 Hrs.

III Shift : 2200 Hrs to 0600 Hrs. General Shift : 0900 Hrs to 1730 Hrs.

- i. Taking over & Handing Over with full responsibility.
- ii. Administration of SC, IM, IV Injection & Medicines to be given.
- iii. Nursing care of Sick patients, TPR, BP, I/o Chart, CBD chart to be maintained.
- iv. Writing of Diet sheets & entering in PC
- v. Giving the due Injection in time.
- vi. Preparing the patient for Operation.
- vii. Preparing the charts which are to be sent to Operation Theatre.
- viii. Admission to be entered in the IP Register etc.
- ix. Carrying out Doctors orders.
- x. Sending the patients to other departments with their concern.
- xi. Sending forms for Lab investigation and collecting the results from Lab and intimating to the doctors.
- xii. Patients complaints to be intimated to Doctors in time, getting the instructions from the Doctors and implementation.
- xiii. Checking and keeping Linen, Articles and Medicines & Injection up to date.
- xiv. Assisting the Matron & others in Condemnation of Linen etc.
- xv. Maintaining all Registers Properly.
- xvi. During Doctors rounds taking the charts and other details and Implementing the Doctors Instructions.
- xvii. Separating the Medicines and keeping it in the Tray for 3 times. (Expiry date to be checked properly)
- xviii. Diabetic Urine Chart to be maintained.
- xix. Writing the prescription & procedures in the ERNE IP book.
- xx. Assisting the procedures done by the Doctors. (Aspiration & Tapping etc.).
- xxi. Restricting the visitors from the ward during non-visiting hours.
- xxii. Transfer IN & Transfer OUT of patients to be done carefully.
- xxiii. Discharge patients are to be sent after Health education & Doctors instruction.

2. Radiography Services: -

The scope of Services is in BHEL Main Hospital.

1. Taking X rays as per order and prescription of doctors

2. Maintenance Services.

3. Any other relevant regular Services.

Shift Timing:

The Services should be attended as per the Shift timings given below:

General Shift : 0900 hrs to 1730 hrs.

I shift : 0600 hrs to 1400 hrs.

II shift : 1400 hrs to 2200 hrs.

3. Female and Male Nursing Assistant Services: -

The scope of Services is in BHEL main Hospital, FMC and Peripheral Dispensary at Vellore.

The Services should be attended around the clock. The Shift timings are given below:

I Shift : 0600 hrs to 1400 hrs.

II Shift : 1400 hrs to 2200 hrs.

III Shift : 2200 hrs to 0600 hrs.

General Shift : 0900 hrs to 1730 hrs.

1. Handing over and taking over with other midwife.
2. Checking of FHS and CTG.
3. Taking vital signs Temperature, Pulse, BP, FHS.
4. Sterilization of Instruments and taking care of Linen and suturing materials.
5. Bed making & locker cleaning.
6. To get orders from doctors for reference.
7. To change Oxygen cylinders and get indent medicines & storing things.
8. Patient Care.
9. Preparation of patient for admission & Surgery.
10. Assisting doctors during delivery and helping for suturing etc.
11. Baby care till the patient gets admission at SCN.
12. Post OP patient care & making the patient to ambulate.
13. Helping the patient for Breast feeding.
14. Helping the staff for Infusion, IV changing and administration of Medicines.
15. To get diet and feeding the patient if needed.
16. Taking care of linen and other articles.
17. They have to Services in shifts assigned to them
18. To comply with the Services assigned then and there.

4. Pharmacy Services: -

1. The scope of Services is in BHEL main Hospital, FMC and Peripheral Dispensary at Vellore.
2. Pharmacists have to attend Services in the following shifts: -
I shift : 0700 Hrs to 1500 Hrs General : 0900 Hrs to 1730 Hrs.
3. Maintaining Logs and inventory book
4. Raising of Indents for requirements needed for issue on monthly basis.
5. Pharmacist has to cope-up with any other Services related to Pharmacy, as assigned to them then and there by Medical Officers.
6. Any other related/relevant Services required.

5. Attenders / Housekeeping & Bio-Medical waste handlers: -

The scope of Services in BHEL Main Hospital FMC and Peripheral Dispensary at Vellore

1. Cleaning of bed and Bed making.
2. Cleaning of Lockers, Windows, Stools and arranging of Cots, stools and lockers properly.
3. Getting diet for non-ambulant patient, washing their vessels and feeding them when required.
4. Attending to the personal hygiene of patient such as sponge bath, Combing of Hair, nail cutting back attention & mouth attention etc.
5. Wiping and dusting of all equipment and oiling wheels of equipment.
6. Getting medicines from Dispensary / Stores and helping the staff nurse to give medicines to the patients.
7. Washing of syringe trays, sterilizer and other equipment in wards where there are no dressers and helping the nurse in sterilizing the articles.
8. Assisting the Nurses during Doctors rounds and carrying out the nursing procedures like IV drip, Ice Cap, Cold Sponging and other procedures.
9. Transporting patients in wheel chairs, Stretchers to specialist departments, bringing washed linen from Dhobi and arranging the same in Cupboards.
10. Giving Enema and other procedures when dressers is absent with the guidance of the staff nurse.
11. Folding and arranging of Linen washed by Housekeeping Servicers.
12. Washing of Ryle's tube, stomach tube, catheters and Gloves other than those used for P.R helping the Housekeeping Servicers during ward washing.
13. Removing used linen and putting them in the soiled linen box.
14. Intimating the lab. Regarding taking of specimen and getting reports from there.
15. Accompanying Midwife whenever there is maternity call.
16. Giving Urinal and bedpan to non-ambulant patient when the Housekeeping Services is not available.

17. Getting X-rays and Lab report.
18. Helping the sanitary Services when cleaning bed ridden patient.
19. Cleaning the wash basins in Doctors room.
20. The staff are to be posted in round the clock shifts. They will be used in OP during OP timings also.
21. The Services shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
22. Shift Timings are:
 I shift : 0600 Hrs to 1400 Hrs
 II shift : 1400 Hrs to 2200 Hrs
 III shift: 2200 Hrs to 0600 Hrs
 General: 0900 Hrs to 1730 Hrs.

6. Physiotherapy (Female) Services: -

The scope of work is in BHEL Main Hospital.

1. To provide physiotherapy care to patients.
2. Maintenance work.
3. Any other relevant regular work.

Shift Timing:

The work should be attended as per the timings given below:

General Shift : 0900 hrs to 1730 hrs

7. Non-Technical Staff Services: -

- ☐ Accountant
- ☐ Store Keeper
- ☐ Computer/Data Entry Operator
- ☐ Asst. Admin Officer

1. The duty hours of the Non-technical staff will be the General Shift timings i.e. 0900 Hrs. to 1730 Hrs. Under exceptional circumstances they may also be asked to come in shifts as prevailing for Para Medical Nurses with the prior permission of the Medical Superintendent.
2. The roles and responsibility will be assigned as per the directions of Medical Superintendent.

8. Audiologist Services: -

The scope of Services is in BHEL main Hospital, FMC and Peripheral Dispensary at Vellore

Shift Timing:

The Services should be attended as per the Shift timings given below:

General Shift : 0900 hrs to 1730 hrs.

1. To conduct audio metry test for employees.
- 2) Examine and assess patients with ear problems, diagnosing the root of problems.
3. Determine and administer the treatment most likely to address and correct the problem.
4. Counsel patients in dealing with their hearing difficulties.
5. Fit patients with hearing aids and instruct them in the operation of the devices, as well as their abilities and uses.
6. Teach patients alternate forms of communication, such as sign language and lip reading.
7. Monitor treatment of patients for progress or problems.
8. Maintain records of treatment and progress.

(NOTE: Shift Timing shall be subject to requirement of BHEL BAP Main Hospital)

Criteria for Evaluation of Paramedical Services.

Tender No. 9800065E Tender Submitted for <u>PARAMEDICAL & Non-Technical</u> <u>Manpower</u> Services		
S.N.	ELIGIBILITY:-	Details
1	Experience of execution of works as per scope of work / Paramedical services / manpower supply in any Central / State Govt. / PSU / Private company executed	Yes/No
2	Legal Status- Constitution of the Contractors (Proprietor, Firm, Company etc.)	Yes/No
3	Average annual value of works contract completed: Shall be submitted as per PQR Condition mentioned in Annexure – 2.	Yes/No
4	Copies of Completion Certificate: Shall be submitted as per PQR Condition mentioned in Annexure – 2.	Yes No.
5	Proof of having submitted IT Return for the financial year's 2017-18, 2018-19 and 2019-20. Self-attested copy of Income Tax Submission Acknowledgment (for Assessment Years)	Yes/No
6	Profit and loss account for the last three financial years 2017-18, 2018-19 and 2019-20. Self-attested copy of Audited Profit & Loss account and Balance Sheet indicating CA membership number to be submitted along with offer (for Financial Years)	Yes/No
7	Balance sheet for the last three financial years 2017-18, 2018-19 and 2019-20. Self-attested copy of Audited Profit & Loss account and Balance Sheet indicating CA membership number to be submitted along with offer (for Financial Years)	Yes/No
8	Separate Registration for EPF	Yes/No
09	Separate Registration for ESI	Yes/No
10	Separate Registration for GST	Yes/No
11	PAN No.	Yes/No
12	GSTIN No.	Yes/No
13	No Deviation Certificate on bidder's Letter head (Pl. Refer Page no. 46)	Yes/No
14	Declaration from Bidder on bidder's Letter head (Pl. refer Page no. 47)	Yes/No
15	Declaration from bidder for labour license and PF,ESI & GST (Pl. refer Page no. 48)	Yes/No
16	Integrity pact in Rs. 100 Non-Judicial stamp paper (Pl. refer Page no. 52)	Yes/No

IMPORTANT NOTE TO BIDDERS

Bidders are requested to submit their offers 'in a sealed cover' consisting of three inner sealed covers such as (1) EMD cover containing DD/Online payment receipt/FDR (or) MSE certificate along with CA certificate, (2) Technical Bid cover & (3) Price Bid cover, all super scribing the name of the work, Tender Number, Due date etc.

- 1) EMD cover shall contain requisite EMD in the form of Demand Draft (DD)/Online payment receipt/FDR (as per EMD clause no.5, pg.no.27) . Tender without EMD / without MSE (**micro/ small only**) valid certificate (as per **MSE Clause listed in point no.20**) will be summarily rejected. EMD in any other form will not be accepted.
- 2) Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work executed in the similar nature of work etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 3) The price bid cover shall contain price bid document (BHEL format only) duly filled in and signed by the bidder in all the pages. The bidder has to quote most competitive rates in the price bid. The completed qualification bid and price bid along with requisite **EMD of Rs .5,16,010/-** for the work in the form of Demand Draft drawn from any Nationalized bank, in favor of **"BHEL, Ranipet"** payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code: 7013) / Pay online (**please ref. page no.36, sl.no.21 -Note**)/ Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) and enclose the payment details in the EMD cover and shall reach the Office of the undersigned on or before **15.04.2021 at 12.00 Hrs.**

(This earnest money deposit will be refunded to the unsuccessful Bidders after finalization of the award of work. In case of successful bidder, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with BHEL's General Conditions of Contract enclosed. No interest will be paid on the earnest money deposit. EMD by the bidder will be forfeited if i) After opening the tender / price bid the bidder revokes his tender within the validity period or increases his earlier quoted rates ii) The bidder does not commence the work within the period as per work order / Contract. In case the Work order / Contract is silent in this regard then within 15 days after award of contract).

- 4) The Qualification/ Technical bid will be opened on **15.04.2021 at 15.00 hrs** onwards. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter for attending tender opening. Late offers & incomplete offers shall become liable for rejection.
- 5) **Bidders are required to submit their price bid in the BHEL format only.**
- 6) **Seeking clarification on Tender Specification:** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **SE/WCM- Phone no- 04172-283043.**

- 7) All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
- 8) Offers received with any deviation or without relevant information are liable to be rejected.
- 9) Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
- 10) **If the bidder has not quoted the service charge, it is considered as incomplete tender and tender cannot be accepted.**
- 11) **The tender offer should be kept valid for 3 MONTHS from the date of technical bid opening** for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
- 12) Quoted service charges shall be firm throughout the contract period and extended contract period also and no cost escalation is allowed on any account.
- 13) **The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.**
- 14) BHEL reserves the right to increase or decrease the tendered quantity.
- 15) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 16) BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest acceptable price to them inter-alia other reasons.
- 17) BHEL reserves the right to negotiate the L1 rate.
- 18) **The contract may be pre closed as decided by BHEL during tenure of the contract with one-month prior intimation.**
- 19) **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.**
- 20) **Proof of MSE Certificate:**

If vendor have their MSE (Micro / Small only) Certificate, EMD need not to pay for this work. They have to submit valid MSE certificate along with valid CA certificate for FY 2019

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Documents should be notarized or attested by a Gazettes officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9(ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that M/s....., (hereinafter referred to as 'Company') having its registered office at..... is registered under MSMED Act 2006,(Entrepreneur memorandum No(Part-II)..... dt:.....Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for.....**Micro/Small**(Strike off which is not applicable)Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant:

21. a) Arbitration

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

c) Risk Purchase (BHEL Risk purchase SOP, DT.10.10.2017)

- i) In case of any neglect or refusal on the part of the Contractor to:
 - commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
 - iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
 - iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

22. FORCE MAJEURE CLAUSE:-

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party

shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by AGM/WCM subject to prompt notification by the contractor.

23. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.

24. Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits Multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

25. Fraud Prevention Policy:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

26. Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.08.01.2020 displayed on BHEL website <http://www.bhel.com>. (<http://www.bhel.com> / [vender registration/pdf/Suspension guidelines adbridged.pdf](http://www.bhel.com)).

27. Discrepancy in "words " & " Figures ":

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
28. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
29. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as taking him to ESI Dispensary for treatment must be rendered by the contractor.
30. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
31. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.
32. **The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**
33. If the contractor is not able to provide the Service, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
34. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
35. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license.
36. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
37. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
38. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
39. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.

40. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment there of and the rules made there under from time to time have to be followed by the contractors.
41. The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.
42. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.
43. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

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GENERAL CONDITIONS OF CONTRACT**1) DESPATCH INSTRUCTIONS:**

- 1.1. This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly superscribing the name of work as given in the tender notice.
- 1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.3. Tenders submitted by post shall be sent by **“REGISTERED POST WITH ACKNOWLEDGEMENT DUE”** and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.4. Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- 1.5. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.6. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- 1.7. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information's furnished shall be completed by itself.
- 1.8. The bidders shall quote the rates for each item of the tender schedules in rupees and paise only. These rates shall be entered in figures as well as in words. In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.
- 1.9. All entries in the tender documents should be in one ink. Over-writing and corrections should be avoided. The Bidders concerned should duly sign for all corrections and over-writings.

2) DATA TO BE FURNISHED :

- 2.1. Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 2.2. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign).

2.3. IN CASE OF AN INDIVIDUAL:

His full name, address and place and nature of business shall be indicated.

2.4. IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

2.5. IN CASE OF COMPANIES:

Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.

2.6. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

2.7. Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

2.8. A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.

2.9. In addition to the above, the particulars required in annexure shall also be furnished.

3) AUTHORISATION AND ATTESTATION:

Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

4) EXECUTION OF CONTRACT:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.

5) EARNEST MONEY DEPOSIT (EMD):

The EMD may be accepted only in the following forms: (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's Cheque / Pay order/ Demand draft, in favour of BHEL (along with offer) (iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/c BHEL).

In addition to above, the EMD amount in excess of Rs. Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months."

6) SECURITY DEPOSIT (SD):

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- a. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- b. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- c. EMD of the successful tenderer will be converted and adjusted against security deposit.
- d. EMD and security deposit shall not carry any interest.

7.1.1. Acceptance of security deposit as per clause (iv) & (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

7.1.2. If the value of the work done at any time exceeds the accepted agreement value, the security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

7.1.3. Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.

7.1.4. If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

8.0 RETURN OF SECURITY DEPOSIT:

If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute **“No Demand Certificate”** in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

9.0 REJECTION OF TENDER AND OTHER CONDITIONS

- 9.1.** The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 9.1.1.** To reject any or all of the bidders.
- 9.1.2.** To award the work in part.
- 9.1.3.** Either of the contingencies stated in (9.1.2) above to modify the time for completion suitably.
- 9.2.** Conditional and Un witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 9.3.** If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
- 9.4.** BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 9.5.** If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.
- 9.6.** Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.
- 9.7.** Should a bidder or contractor or in the case of a firm or company of contractor's one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 9.8.** The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 9.9.** No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

10.1 DEFINITION:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

10.2 BHEL or (B.H.E.Ltd) shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

10.3 “GENERAL MANAGER”

Shall mean the officer in Administrative charges of contracting unit of BHEL.

10.4 “ENGINEER” or “ENGINEER IN CHARGE” shall mean Engineer who is in-charge for the works referred.

10.5 “SITE” shall mean the place or places at which the plants/equipment are to be erected and services are to be performed as per the specification of this contract.

10.6 “CONTRACTOR” shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators and successor and permitted assignees.

10.7 “CONTRACT” or “CONTRACT DOCUMENT” shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.

10.8 “GENERAL AND SPECIAL CONDITIONS OF CONTRACT” shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.

10.9 “TENDER SPECIFICATIONS” shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site information’s and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification..

10.10 “TENDER DOCUMENTS” shall mean the General and Special Conditions of Contract (10.8) and tender specification (10.9).

10.11 “LETTER OF INTENT” shall mean the intimation by a letter to the bidder that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

10.12 “COMPLETION TIME” Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which is found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.

10.13 “PLANT” shall mean and cannot the entire assembly of the plant and equipment covered by the contract.

10.14 “EQUIPMENT” shall mean all equipment, machinery, materials, structural, electrical and their components of the plant covered by the contract.

- 10.15 “TESTS”** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.
- 10.16 “APPROVED” “DIRECTED” or “INSTRUCTED”** shall mean approved, directed or instructed by BHEL.
- 10.17 “WORK OR CONTRACT WORK”** shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.
- 10.18 “SINGULAR AND PLURAL ETC”** works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.
- 10.19 “HEADINGS”**

The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

- 10.20 “MONTH”** shall mean calendar month, unless specified otherwise in the tender.
- 10.21 “WRITING”** shall include any manuscript typewritten or printed statement under the signature of BHEL.

10.22 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).

10.23 ISSUE OF NOTICE:

The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

10.24 USE OF LAND:

No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

11 COMMENCEMENT OF WORKS:

- 11.1** The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 11.2** If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHELs other rights and remedies in this regard.

11.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

11.4 The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.

12. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

12.1 All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.

12.2 For Processing running bill payment :

The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.

12.3 These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

12.4 Based on the above quantity, contractor shall prepare the bills in prescribed Performa and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.

12.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

12.6 Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.

12.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.

12.8 The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.

12.9 If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.

12.10 Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

12.11 Final measurement bill shall be prepared in the final bill preformed prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified „No Due and „No Demand certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of payment. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

13 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.

13.1 To get the work done through other agency at the risk and cost of the Contractor, in the event of

Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.

13.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.

13.3 To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

1. Contractor's continued poor progress.
2. Withdrawal from or abandonment of the work before completion of the work.
3. Corrupt act of contractor.
4. Insolvency of the contractor.
5. Persistent disregards to the instructions of BHEL.
6. Assignment transfer, sub-letting of the contract without BHEL's permission.
7. Non-fulfillment of any contractual obligations.

13.4 To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.

13.5 LD/Penalty:

If the contractor fails to fulfil any of the contractual obligations, seven days' notice will be issued to rectify the defect failing which BHEL shall have the right to levy a penalty equivalent to 0.50% of the contract value for every defaulting week subject to a maximum of 10% and without prejudice to any other relief or compensation to which the company is entitled under the other conditions of the contract.

1. Payment to Servicemen should be made before 7th of each month. 0.1% of per day value derived from monthly lump sum rate divided by 30 days will be imposed as penalty for each day delay of payment up to a total of 1% of the total payment.
2. If the contractor fails to supply sufficient services on any particular day for any of the category, BHEL shall have the right to levy penalty and will be calculated @ 1.5 times of per day value derived from monthly lump sum rate divided by 30 days.
3. In case of any amendment / revision, Penalty shall be linked to the amended / revised Work order value.

13.6 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.

13.7 To affect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfil any of his obligation.

13.8 To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.

13.9 To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor's and to recover the expenditure on account of the same from contractor's bills.

13.10 While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.

13.11 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

14) RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.

The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.

14.1 As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.

14.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.

14.3 The contractor shall comply with all state and Central Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.

14.4 The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.

14.5 The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.

14.6 The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.

14.7 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

14.8 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.

- 14.9** All the properties/equipment/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipment/components shall be deemed to be in good condition when received by the Contractor's unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.
- 14.10** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/ possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment.
- 14.11** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 14.12** In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
- 14.13** Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 14.14** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 14.15** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guard's signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.
- 14.16** The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.
- 14.17** In case of any class of work for which there is no such specification as laid down in the Contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 14.18** No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 14.19** Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.

14.20 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.

14.21 Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

15) CONSEQUENCES OF CANCELLATION:

15.1 Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 13 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.

15.2 In case BHEL completes the work under the provision of this condition, the cost of such Completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

16) INSURANCE:

16.1 It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.

16.2 If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.

16.3 If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHELs /customers property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.

16.4 It shall be the responsibility of the contractor to provide security arrangement for the materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.

17) STRIKES & LOCKOUTS:

17.1 The contractor will be fully responsible for the entire dispute and other issues connected with his labor. In the event of the contract labor resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its won labor or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.

17.2 For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.

18) Compliance with Labour laws Including laws pertaining to PF, ESI, Contract Labour, such as Contract Labour (Regulation & Abolition) Act, 1970, Industrial Disputes Act, 1947, Employees' Provident funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 Factories Act, 1948 and the rules made thereunder.

19) For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.

20) Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.

21) Note: BHEL has now made arrangements for payment of EMD thru' Online. The steps to make online payment is detailed as below:

- 1) Visit <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2) Click 'Proceed' button
- 3) Select '**Tamilnadu**' in the drop down menu under 'State of Corporate/Institution *'
- 4) Select '**PSU-PUBLIC SECTOR UNDERTAKING**' in the next drop down menu under "Type of Corporate/Institution"
- 5) Click 'Go' button
- 6) Select '**BHEL BAP RANIPET**' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- 7) Click 'Submit' Button
- 8) Select '**EMD**' in the drop down menu under 'Select Payment Category'
- 9) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

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GENERAL INSTRUCTIONS TO BIDDERS

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders must be submitted in **sealed covers** and should be addressed to
**SENIOR ENGINEER, WCM DEPARTMENT,
ENGG. BUILDING –GROUND FLOOR (WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET – 632 406.**

The Name, Address of the Bidder and the name of work shall be clearly mentioned on the cover.

3. Tenders will be received up to **12.00 hrs. on 15.04.2021** in the prescribed form and will be opened on **15.04.2021 at 15.00 hrs** onwards at WCM Office Conference Hall in the presence of such of those Bidders or their agents who may choose to attend.
4. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.
5. Tenders not submitted in the prescribed forms are liable for rejection.
6. In quoting the rates, the Bidders are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
7. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS, drawings, specifications and other documents also form part of the agreement to be entered into.
8. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.
9. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.
10. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
11. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labourer & staff deployed in the work.
12. The contractor will have to submit the GSTIN Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**

13. If the bidder find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful Bidder shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
14. Quantities shown in the attached schedules are only approximate.
15. Should a Bidder or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
16. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.
17. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
18. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
19. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender; Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
20. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
21. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
22. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
23. **The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work. The Contractor shall insure all his materials, tools, tackles etc. and also for third party.**
24. **COMPLIANCE TO REGULATIONS AND BY-LAWS:**

The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

25. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.

26. The contractor employing 20 or more workmen is required to obtain license from the Deputy Chief labour Commissioner (Central) . This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
27. The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
28. **GST :**

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No. If not registered, they have to furnish the registration number before first Running Account Bill.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following:-
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.

8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provision

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
16. **In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
17. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

S.No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

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SPECIAL CONDITIONS OF THE CONTRACT

1. BHEL reserves the right to increase or decrease the tendered quantity.
2. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
3. BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest Acceptable price to them inter-alia other reasons.
4. BHEL reserves the right to negotiate the L1 rate.
5. **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only. Clarification if any can be obtained from the undersigned before submitting the offer.**
6. This work shall be in force for Two years from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.
7. The contractor should carryout the work at the place identified by the authority concerned within the premises of BHEL.
8. Tenderers are advised to go through the Scope of the work, Special conditions of the contract and the General conditions of the contract and understand fully before quoting. Any doubt in the documents should be clarified from Local Site Fabrication Department of BHEL, Ranipet before submitting their offer.
9. This original "Tender Documents" should be submitted to us duly signed and stamped in all the pages of the Tender Specification, General conditions and special conditions etc. by the Tenderer including any deviations from tender conditions.
10. All entries in the tender documents should be in one ink. Tenderer shall duly sign all cancellations & insertions. The quoted rates shall be firm for the contract period of Two years. In quoting the rates, the tenderers are advised to take in to account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender and during the currency of the contract.
11. Before submitting offer, the tenderers are advised to inspect the site of work and its environments and be well acquainted with actual working and other prevalent conditions, position of materials and labour. The rates quoted shall remain valid for a period of 90 days from the date of opening of the tender.
12. Rates for each item of works in the Rate Schedule should be quoted in Rupees & Paise only. The rates shall be for the finished work at site. Rates shall be both in figures and words. In case of any difference in the rates quoted in figures & words, the lower of the two rates will be taken as the tendered rate.
13. The scheduled period of completion for this work will be Two Years and the contractor will have to plan this work accordingly. Quantities shown in the attached schedules are indicative only and they are liable to vary depending upon the shop production. Any claim on account of variation of quantity will not be entertained. The period of contract may be extended on mutual agreement.

14. Rates quoted shall include all applicable terminal taxes leviable under the state and central government rules, except GST (will be reimbursed by BHEL) . Bharat heavy Electricals Limited (BHEL) will not entertain any claim whatsoever in this respect. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labours & staff deployed in the work.
15. BHEL will not be responsible for any loss / delay of documents sent by post / Courier.
16. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender Documents. The bidder may have to produce original documents for verification, if so desired by BHEL.
17. The Tenderers should specify whether they are doing any other work of same nature within the State of TAMIL NADU at present.
18. In case of labour strength/working time has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
19. The contractor shall name a place of business, which is to be approved by the Officer-in-charge for the purpose of his office. At this office, there shall be a person (contractor's representative) present during the regular business hours to receive and carry out instructions.
20. The contractor shall be solely responsible for the safe custody for the materials from the time the materials are handed over to him till the materials are delivered at the places specified and will indemnify the Bharat Heavy Electricals Limited against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
21. In case of any neglect or refusal on the part of the contractor to provide sufficient labour for the aforesaid work or if in the opinion of Officer-in-charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the money due to the contractor.
22. The contractor shall either supervise the work or provide sufficient supervisors to supervise the work of his staff. The supervisors employed by the contractor shall ensure proper outturn of work and discipline is maintained by the labours and in general to see that the works are carried out in a safe and proper manner.
23. BHEL will not be responsible for the idle labour of the contractor for whatever reasons.
24. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
25. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
26. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.

27. Payment terms:

1. Payment will be made after completion of Services on pro-rata basis based on actual Services executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made after 45 days of submission of bill complete in all respect.
 2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - a. The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of Services done during the month supported by the requisitions issued from time to time.
 - b. Any other relevant document which is required from time to time as per BHEL requirement.
 3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the Services done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the Services done up to and including the period under report. Payment will be at the sole discretion of BHEL.
 4. The proof of execution of Services should be submitted along with each bill (printed form with covering letter and proof for execution of Services).
 5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
 6. No advance may be paid for operational or any other expenses.
 7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
- 28.** Bills should be submitted along with all necessary documents, challans for ESI /PF, Insurance and returns etc. as applicable under contractor's statutory liability and this contract.
- 29.** Bills for every month shall be prepared by the Contractor on the basis of the unit of services provided and submitted to Medical Superintendent for verification. Payments will be effected on actual basis after certification by the Medical Superintendent. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by the Contract Cell of Human Resources Management.
- 30.** Contractor should submit the proof of Labour License before commencement of contract. If license is not available at the award stage, then the contractor should submit an undertaking to submit the labour license within One Month from award of contract. Failing to submit the Labour contract License, the Running Bills of contractor will be withheld till proof of labour license is submitted.
- 31.** The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. **Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon. The contractor has to pay the wages to their workers through worker's Bank account only.**
- Payment of Bonus to be ensured as per Bonus act.
- Any increase in overall wages by the State Government, during the period of Contract, will have to be borne by the Contractor and the same will be reimbursed by BHEL on production of proper evidence for the actual payment made to the workers".**
- 32.** The Contractor shall remain liable for the payment of all wages or other moneys to his work-men or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

- 33.** The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
- 34.** ESI contributions (0.75% employee's contribution + 3.25 % employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
- 35.** The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
- 36.** The workers" particulars such as Name, Age, Father's name, address, Phone no ,etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
- 37.** The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
- a) Muster Roll
 - b) Register of Wages
 - c) Register of Deductions
 - d) Register of Overtime
 - e) Register of Fine
 - f) Register of Advance
 - g) Wage slips
 - h) Register of Accidents
 - i) Register of Leave with Wages
 - j) ESI Register in Form-7
- All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.
- 38.** In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
- 39.** Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
- 40.** Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.

41. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges (In total :13.00%) in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).
42. "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
43. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.
44. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents".
45. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

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DECLARATION FROM BIDDER
(To be submitted on bidder's letter head)

We hereby declare and confirm that we have understood the works as per tender **9800065E** and acquired full knowledge and information about the total works involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of works. Also we declare that, we fully comply with all the requirements of the tender

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

NO DEVIATION CERTIFICATE FROM BIDDER

(To be submitted on bidder's letter head)

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever.

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

DECLARATION FROM BIDDER FOR LABOUR LICENSE**(To be submitted on bidder's letter head)**

We hereby declare and confirm that we will submit Labour license within 15 days if the work is allotted to us.

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

DECLARATION FROM BIDDER FOR PF, ESI & GST**(To be submitted on bidder's letter head)**

We hereby declare and confirm that we will submit PF, ESI & GST (APPLICABLE) before first Running Account Bill if the work is allotted to us.

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
(On non-Judicial stamp paper of appropriate value)

To
 (Employer's Name and Address)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s. having its registered office at2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by4. (name of the Employer) through its Unit at

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of5 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the.....
[Name & address of the Bank]
 having our Registered Office at..... (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 7 we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....5.....

b) This Guarantee shall be valid up to6

c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 BG Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Dep't.

4. In Case of Bank Guarantees submitted by Foreign Vendors

a. From Nationalized / Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

List of Consortium Banks * (wef 22.03.2016)			
Nationalised Banks		Nationalised Banks	
1	Allahabad bank ✓	19	Vijaya Bank ✓
2	Andhra bank ✓	Public Sector Banks	
3	Bank of Baroda ✓	20	IDBI ✓
4	Canara Bank ✓	Foreign banks	
5	Corporation bank ✓	21	CITI Bank N.A ✓
6	Central bank ✓	22	Deutsche Bank AG ✓
7	Indian Bank ✓	23	The Hongkong and Shanghai Banking Corporation Limited ✓
8	Indian Oversea Bank ✓	24	Standard Chartered Bank ✓
9	Oriental bank of Commerce ✓	25	J P Morgan
10	Punjab National Bank ✓	Private banks	
11	Punjab & Sindh Bank ✓	26	Axis Bank ✓
12	State Bank of India ✓	27	The Federal Bank Limited ✓
13	State Bank of Hyderabad ✓	28	HDFC ✓
14	Syndicate Bank ✓	29	Kotak Mahindra Bank ✓
15	State Bank of Travancore ✓	30	ICICI ✓
16	UCO Bank ✓	31	Indusind Bank ✓
17	Union Bank of India ✓	32	Yes Bank
18	United Bank of India ✓		

INTEGRITY PACT

(INTEGRITY PACT AGREEMENT FORMAT TO BE SUBMITTED ON NON-JUDICIARY STAMP PAPER OF MINIMUM ₹ 100/-)

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for

.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

1.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant India Penal Code(IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor (s) shall disclose the name and address of agents and representatives in India and Indian bidder(s)/Contractor(s) to disclose their foreign principals or associates. The bidder(s)/Contractor(s) will, when presenting his bid ,disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The bidder(s)/Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality inline with non-disclosure agreement.,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders .At the same time, it must be understood that IEMs are not consultants to the management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired, transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible who would look in to the records, conduct an investigation, and submit their joint recommendations to the management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities requiring legal/administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD,BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9.IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....

**For & On behalf of the Principal
(Office Seal)**

Place-----
Date-----

Witness:.....

(Name & Address).....

.....

**For & On behalf of the Bidder/ Contractor
(Office Seal)**

Place -----
Date -----

Witness:.....

(Name & Address).....


ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO.
02	VENDOR CODE (as in WORK ORDER)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	BANK BRANCH CODE:	
D)	MICR CODE	
E)	ACCOUNT NUMBER	
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	VENDOR'S EMAIL ID (give two ids)	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____

(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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Annexure - '14'**Part – II - Price Bid (To be submitted in separate envelope)**

Out sourcing of Paramedical and Non- Technical Manpower services at Main Hospital & Factory Medical Centre (FMC), BHEL Ranipet & Peripheral Dispensary at Vellore during the year 2021-2023 for two years.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender, I / We carefully followed the instructions in the tender notice and have completely read the terms and conditions and I/We agree with the same.

Sl. No.	Name of the work	Category	No of Staff Required	TN Min basic Wage per Month as per 2018 Zone-C	Proposed DA per Month as per CPI Index (www.madr aschamber. in)	Addl Wage per Month as per BHEL	BASIC + DA+ Addl Wage as per BHEL per Month	Monthly PF @13% on Rs.15,000 or actuals	Monthly ESI @ 3.25% If wage less than Rs.21,000/- (Basic+ DA + add. wage)X 3.25%	Bonus @8.33% If wage less than Rs.21,000/- (Basic+ DA+ add. wage) X 8.33%	Total amount per individual per month	Total amount for contracted Qty.	Total amount for 24 months exclusive of GST
			a	b	c	d	e =(b+c+d)	f= 15000 * 13%	g= (e * 3.25%)	h= (e * 8.33%)	i = (e+f+g+h)	j = (i*a)	k = (j*24)
1	Nurse (Male & Female)	Skilled	11	13877.00	7254.041	4100.00	25231.04	1,950.00		N/A	27,181.04	298991.45	7175794.82
2	Pharmacist (Diploma)	Skilled	4	12751.00	7254.041	4100.00	24105.04	1,950.00		N/A	26,055.04	104220.16	2501283.94
3	X-Ray Technician (Diploma)	Skilled	2	12751.00	7254.041	4100.00	24105.04	1,950.00		N/A	26,055.04	52110.082	1250641.97
4	Nursing Asst. (Male & Female)	Skilled	6	11521.00	7254.041	4100.00	22875.04	1,950.00		N/A	24,825.04	148950.25	3574805.90
5	Attendant (Male & Female)	Unskilled	4	8730.00	7254.041	3200.00	19184.04	1,950.00	623.48	1598.03	23,355.55	93422.212	2242133.08
6	Asst. Admin Officer	Skilled	1	13877.00	7254.041	4100.00	25231.04	1,950.00		N/A	27,181.04	27181.041	652344.98
7	Accountant	Skilled	1	13877.00	7254.041	4100.00	25231.04	1,950.00		N/A	27,181.04	27181.041	652344.98
8	Storekeeper	Skilled	1	12751.00	7254.041	4100.00	24105.04	1,950.00		N/A	26,055.04	26055.041	625320.98
9	Computer/Data Entry Operator	Skilled	5	11521.00	7254.041	4100.00	22875.04	1,950.00		N/A	24,825.04	124125.21	2979004.92
10	Housekeeping Staff (Bio Medical Waste Handlers)	Unskilled	5	8730.00	7254.041	3200.00	19184.04	1,950.00	623.48	1598.03	23,355.55	116777.76	2802666.35
11	Physiotherapist (Female) Degree	Skilled	1	15414.00	7254.041	4100.00	26768.04	1,950.00		N/A	28,718.04	28718.041	689232.98
12	Audiologist	Skilled	1	13877.00	7254.041	4100.00	25231.04	1,950.00		N/A	27,181.04	27181.041	652344.98

13			42	Total amount for two years for 42 persons (excl. GST) in Rs. (A) :	2,57,97,920.00
14				% Service charge _____ % (I)	-----
				Service charge Amount (I x (A)) in Rs (B) :	
15				Total amount for Two years for 42 persons including Service Charge (Excl. GST) in Rs. (C)=(A)+(B) :	
16				GST amount @ _____ % on (C) in Rs. (D) :	
17				Total amount for Two years for 42 persons including Service Charge (incl. GST) in Rs. (E) = (C) + (D) :	
Total amount for Two years for 42 persons including Service Charge (incl. GST) in Rs. (E) in words : Rupees _____ _____ only.					

Important Notes:

1. As far as wages payable to the personnel deployed for providing paramedical services are concerned, contractors shall pay minimum wages stipulated from time to time for employment in Hospitals and Nursing Homes by the Tamil Nadu Government. The same shall be noted by the contractor from time to time and payment to his workers shall at no point of time less than these minimum rates i.e. applicable Tamil Nadu Minimum Wages announced from time to time. Contractor has to make PF, ESI contributions and Bonus as per applicable laws in force.

2. If % of service charge quoted is less than 0.01%, their offer is treated as unsolicited offer.

3. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.

4. The contract will be awarded to one bidder only. Evaluation of the offer shall be done on the basis of delivered cost (i.e.” Total cost to BHEL”)

5. Clause in case of Tie: “In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking & Ranking will be done accordingly.’ If more than One bidder has quoted 0.01%, then L1 will be decided by Toss / Draw of lot. BHEL’s decision in such situations shall be final and binding.’

6. Any increase in overall wages by the State Government, during the period of Contract, will be reimbursed by BHEL on production of proper evidence for the actual payment made to the workers”. The quoted % of service charges are firm (it will calculate based on the actual billing on the above wages) and not applicable on increase wages.

7. Tender will be finalized through Envelop price bid only. Hence, please quote your best % of service charge in the first instance itself.

8. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.

9. The evaluation currency for this tender shall be INR

10. Applicable rate of **GST** reimbursed on submission of relevant documents.